

# EXHIBIT B

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THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

HEADWATER RESEARCH, LLC,  
Plaintiff,  
vs.  
SAMSUNG ELECTRONIC CO., LTD  
AND SAMSUNG ELECTRONICS  
AMERICA, INC.,  
Defendants.

Case No.  
2:22-CV-00422-RG-RSP

VIDEO RECORDED DEPOSITION UNDER ORAL EXAMINATION OF  
DR. DOUGLAS CHRISSAN  
DATE: December 18, 2023

REPORTED BY: MICHAEL FRIEDMAN, CCR

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1 to go off and do a full analysis within the  
2 scope of all the other claim language.

3 Q So it's your opinion that operation  
4 is broader than benefit.

5 Correct?

6 A Yes, that's what I stated.  
7 Generally speaking, the word "operation" is  
8 broader than the word "benefit" in the  
9 context of computing devices.

10 Q If I replace the word "benefit" in  
11 a claim with "noticeable operation," does  
12 that change the scope of the disputed term?

13 MR. DAVIS: I will object to form.

14 A I believe in my declaration that I  
15 say -- this is paragraph 27 -- "This  
16 determination considers whether a user is or  
17 is not perceiving a benefit from the  
18 application which a POSITA would understand  
19 to be indicated by whether the device is or  
20 is not performing operations that are  
21 noticeable to the user."

22 So I'd say you're pretty close. I  
23 would -- again, I can't give you a yes or no  
24 without going back and evaluating every word  
25 just to be sure that I don't make a mistake,

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1 but noticeable operation is -- seems to be  
2 pretty close to the opinion I state in 27,  
3 which is the opinion of a person of skill.

4 Q If I were to replace "benefit"  
5 within the disputed terms with "noticeable  
6 operation," sitting here today, you can't  
7 think of any differences that would change  
8 the claim scope according to your  
9 interpretation.

10 Is that fair?

11 MR. DAVIS: Same objection.

12 A Could you ask your question again?

13 Q If I were to replace "benefit"  
14 within the disputed terms with "noticeable  
15 operation," sitting here today, can you think  
16 of any differences -- let me phrase it a  
17 little bit differently.

18 If I were to replace the word  
19 "benefit" within the disputed terms with the  
20 words "noticeable operation," would that  
21 change the scope of the claims, the disputed  
22 claim terms according to your interpretation?

23 MR. DAVIS: Object to form.

24 A I would want to qualify it. I  
25 would not use that language exactly. I would

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1 and the user flies across the country from  
2 the United States to China, is the user still  
3 perceiving the benefit from that application?

4 A That is far outside the scope of  
5 the claim. At that point they're so far  
6 disconnected that the user may not be  
7 perceiving in terms of -- to the extent  
8 perceiving means see, hear, feel, be aware  
9 of, at that point the user may not be  
10 perceiving the phone because there's --  
11 because at that point they're so far  
12 disconnected and it's so far outside the  
13 claim, but the processor is still doing  
14 something noticeable to any user that happens  
15 to be interacting with it, or, you know,  
16 operating with it as you and I would normally  
17 use and work with and operate our device.

18 Q So if the person left their phone  
19 on the table and traveled to China where they  
20 can no longer see or hear their phone, would  
21 they satisfy the requirement of perceiving a  
22 benefit from the application?

23 A At that point they're not even a  
24 user of the device. It's just -- that's --  
25 yeah, at that point they're not even a user

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1 of the device. It's so far fetched that the  
2 claim interpretation has been completely  
3 distorted.

4 Q What if the user put the phone  
5 down, just took the dog for a walk in the  
6 front yard and they can't see or hear the  
7 device anymore? Are they still perceiving a  
8 benefit from the application?

9 A My answer is the same. The back  
10 yard or the next door neighbor or China, at  
11 some point they don't even qualify as a user  
12 of the device, even if they happen to be the  
13 owner of it.

14 You know, the -- as I mention in  
15 claim 27, a person of skill interprets this  
16 as meaning that the user of the device is, in  
17 fact, able to see, feel, hear the device.

18 Q How is a -- let's take a deaf  
19 person. A deaf user of the phone can't hear  
20 the music application.

21 Correct?

22 A Okay. Under your hypothetical, we  
23 can -- we can take that as a given in your  
24 hypothetical.

25 Q Would a deaf person be perceiving

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1 device.

2 Again, in order to do that, if you  
3 wanted me to, it would take -- it would take  
4 longer than you want to give me right now.

5 But at a high level, the user of  
6 the device does have plain and ordinary  
7 meaning as the person that uses the device,  
8 not a person who happens to own the device  
9 but doesn't take it with him or her to China.

10 Q Does a user cease to be -- does a  
11 person -- strike that. I will start again.

12 Does a person cease to be a user of  
13 the device as that term is used in the  
14 disputed claims if the person walks outside  
15 their house?

16 A As I stated before, I'm not  
17 prepared to get into exact, you know,  
18 thorough analysis of when a user -- what does  
19 or does not qualify as a user of the device.

20 But generally, yes, a person far  
21 enough from the device that they have no  
22 connection to it, a person of skill would  
23 understand that that is not a user of the  
24 device.

25 Q How far does a person have to go to

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1 have no connection to their device and no  
2 longer be a user of the device under the  
3 terms of the claims?

4 A I already answered that question.  
5 If you can, just take my last answer. I'm  
6 not prepared to give an exact definition.

7 But, you know, plain and ordinary  
8 meaning to a person of skill or even to a  
9 commoner or a general layperson, it generally  
10 understands that if you're too far from your  
11 phone to have any connection to it of any --  
12 I don't want to get into specific words --  
13 but anyone would recognize, including a  
14 person of skill, that there is at some point,  
15 you know, a lack of association or connection  
16 or distance you can have with your phone such  
17 that you would not be considered a user of it  
18 under the -- under the scope of this claim.

19 Q Let's talk for a second about a  
20 hypothetical alarm application, Smartphone  
21 alarm application.

22 Are you familiar with such  
23 applications?

24 A I am somewhat familiar with those.

25 Q Okay. Let's say there's an alarm



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DEPOSITION ERRATA SHEET

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury  
that I have read the entire transcript of  
my Deposition taken in the captioned matter  
or the same has been read to me, and  
the same is true and accurate, save and  
except for changes and/or corrections, if  
any, as indicated by me on the DEPOSITION  
ERRATA SHEET hereof, with the understanding  
that I offer these changes as if still under  
oath.

Signed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
DR. DOUGLAS CHRISSAN